



LUZERNE  
CONSERVATION DISTRICT

# **Venesky Agricultural Waste Management System**

Hollenback Township  
Luzerne County, PA

## **Project Quote Information**

# INSTRUCTIONS TO INTERESTED CONTRACTORS

## 1. SCOPE OF PROPOSALS

- A. This is an invitation to provide a quote for the construction of an agricultural project. Quotes are being accepted on behalf of the landowner, Thomas Venesky. Quotes will be approved by the Luzerne Conservation District (LCD) Board of Directors prior to the landowner entering into a contract with the contractor(s).
- B. Quotes will be accepted for the entire project or for the following project components: Earthwork, Concrete Work, and Building Construction. If the same Contractor is not chosen for all components of the project, individual Contractors must work together to coordinate timelines and project phases for completion of a successful project.
- C. The Drawings and Specifications provided are specific to this project. The failure to mention any task that would be required to complete the project shall not relieve the Contractor(s) of responsibility to perform such work.
- D. The contract will cover all aspects of the installation of the Agricultural Waste Management System project on Thomas Venesky's farm in Hollenback Township, Luzerne County. Unless otherwise indicated, the contracts include (but are not limited to):
  - Earthwork:** Install Erosion & Sediment Control measures, perimeter drain, site preparation, compact fill and stone to reach subgrade elevations, place stone base under concrete, install drop inlet box/surface water controls, install outlet pipes, install new animal walkway and culvert crossing, install drainage swale, resurface existing access road, complete final grading, seed all disturbed areas, as well as all other earthmoving aspects as outline in these Contract Documents and Drawings.
  - Concrete Work:** Install forms and reinforcing for waste storage concrete, concrete floor, forming for concrete walls, install concrete walls, install concrete apron, install scrape lane, install access pad, as well as all other concrete work aspects as outlined in these Contract Documents and Drawings
  - Building Construction:** Construct roof, install roof runoff items, install fencing on stream crossing and areas indicated on drawings, as well as all other building construction aspects as outline in these Contract Documents and Drawings

## 2. CONTRACTING LANDOWNER AND PROJECT SPONSOR

- A. The project is being prepared for the landowner. The contract will be between the landowner and the Contractor(s). LCD is acting as the project Sponsor. LCD will assist the landowner with accepting and evaluating quotes for the project. Funding is being provided through the PA State Conservation Commission's Agricultural Conservation Assistance Program (ACAP), as well as USDA NRCS's Environmental Quality Incentives Program (EQIP).
- C. Jennifer Lauri, LCD's Project Sponsor Representative, will be the point of contact for communication and direction between the Landowner, LCD, and the Contractor(s). The Project Sponsor will provide on-site quality assurance of work, monitor work progress, and determine suitability of all work.
- D. Contact information for the Project is:

**Contracting Landowner**

Thomas Venesky  
450 West County Road  
Wapwallopen, PA 18660  
Phone: 570-212-1235  
E-mail: ih240@msn.com

**Project Sponsor**

Luzerne Conservation District  
325 Smiths Pond Road  
Shavertown, PA 18708  
Phone: 570-674-7991 ext. 6  
E-mail: jennifer@luzcd.org

**3. INSTRUCTIONS FOR THE QUOTE FORM**

- A. Quotes shall be submitted via the furnished Quote Schedule and Quote Form documents provided. Please make sure all blank spaces are filled in legibly in ink or typed, and that the Quote Schedule Form is signed at the bottom.
- B. Do not make changes to the phraseology of the Quote Schedule. Partial quotes or alternative quotes not provided for in the Quote Schedule will not be considered.
- C. The Quote Schedule and Quote Form can be submitted to LCD or the landowner through the following methods:

**Luzerne Conservation District**

**E-mail** - Jennifer@luzcd.org  
**Fax** - 570-674-7989  
**Deliver in person or mail to:**  
Luzerne Conservation District  
325 Smiths Pond Road  
Shavertown, PA 18708

**Thomas Venesky**

**E-mail** - ih240@msn.com  
**Deliver in person or mail to:**  
Thomas Venesky  
450 West County Road  
Wapwallopen, PA 18660

Include the Contractor’s name and the words “**Venesky Project**” written on the outside/cover sheet/subject line.

- D. Any Contractor(s) may withdraw a proposal at any time prior to the scheduled closing time for receipt of proposals. Proposals may be withdrawn by notifying the landowner or LCD in writing.
- E. Signature requirements on the Quote Form:
  - 1. For individuals, the owner must sign the Quote.
  - 2. For Partnerships, a partner must sign the Quote.
  - 3. For Corporations, the President or Vice President must sign the Quote.

**4. AWARD OF CONTRACT**

- A. Contractors do not have to provide a quote for all components described in this package. Quotes may be provided for any component (Earthwork, Concrete Work, Building Construction) or all.
- B. **All quotes will be due to the Landowner or LCD office by 3:00 PM, Wednesday, August 16, 2023.** Any quotes not received by the designated date and time are invalidated. Quotes will be collected, verified, and prepared for presentation to the LCD Board of Directors at their public meeting at 6:00 PM on August 17, 2023. Landowner will award the contract(s) as soon as possible after the quote due date.
- C. Performance time will begin at the time the contract(s) has been awarded and run through the time specified in the contract(s). The workweek will be limited to 5 days per week, Monday through

Friday, 8 hours per day. All major holidays will be observed. If the contractor fails to complete the work within the time specified in the contract, the contractor shall pay liquidated damages to the landowner in the amount of \$200 for every day thereafter for each calendar day of delay until the work is completed or accepted. If the contractor chooses to provide a quote for a component(s) of the overall project, they must be willing to work with the other awarded contractor(s) to successfully complete the project. This will include arranging a sensible timeline for each component's completion.

- D. Earthwork to begin within **30** days of the contract(s) being awarded (see phased schedule under #9 below). The project is to be completed within the performance time specified on the Quote Form barring delay caused by severe weather conditions. Any severe weather delay request must be submitted in writing to the Landowner and Project Sponsor.

## 5. INTERESTED CONTRACTORS

- A. Shall attend the **mandatory site showing** at Thomas Venesky's farm at **9:00 AM, August 10, 2023** to become fully informed as to all existing conditions and limitations, including access and availability of materials.

The farm location: 450 West County Road  
Wapwallopen, PA 18660

The primary purpose of the site showing is to make sure that the interested contractor has inspected the site and has become familiar with all existing conditions affecting the work, including, but not limited to, those conditions bearing upon:

- i. Transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and access to the site;
  - ii. The conformation and conditions of the ground, including the quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from the inspection of the site;
  - iv. The character of equipment and facilities needed preliminary to, and during, prosecution of the work.
- B. Shall include the following items in the quote, as applicable to the component(s) being quoted:
    - 1. Pre-construction meeting
    - 2. Construction layout
    - 3. Installation of Erosion & Sediment control measures
    - 4. Excavation/fill
    - 5. Installation of all practices and structures identified in project design documents, including but not limited to: forms and reinforcing for waste storage concrete, concrete floors, forms and reinforcing for concrete walls, concrete walls, roof gutters, walkways, access lanes, underground outlet, installation of a stream crossing, installation of fencing, complete final grading, stabilization of all disturbed areas and any other practice mentioned in designs.
    - 6. All enclosures for the new structure including, but not limited, to gates and headgates/headrails.
  - C. Shall provide all equipment, labor, materials, and supplies necessary to complete the work unless otherwise specified.

- D. Materials shall be approved by the Project Sponsor Representative prior to use.
- E. An Erosion and Sediment Pollution Control Plan is included in the work plan. The Earthwork contractor shall be responsible for implementing the plan and maintaining the controls, including any additional measures, which may be required to minimize sedimentation.
- F. The Contractor shall be responsible for locating and protecting all utilities.

## **6. INTERPRETATION OF CONTRACT DOCUMENTS**

- A. If any Contractor has questions about the project that arise following the site visit regarding the Drawings or Specifications, an emailed, written, or faxed request should be submitted to the Project Sponsor's Representative for interpretation or correction followed by a phone call to confirm receipt and understanding of the inquiry.
- B. Any interpretation or correction of the quote documents will be made by the Project Sponsor Representative by Addendum. A copy of any Addendum will be posted on the sponsor's website as soon as it is issued: <https://luzernecd.org/programs/agricultural-conservation/ag-bmp-projects/venesky2/>

## **7. THE LANDOWNER AND/OR CONSERVATION DISTRICT**

- A. May, during the quote period, issue Addenda to advise the Contractor(s) of additions, omissions, alterations or clarifications of the drawings or specifications for this project.
- B. Reserves the right to reject a quote from any Contractor who fails to furnish promptly and properly all the required information, when notified to do so.
- C. Reserves the right to reject any and all quotes that are determined to be incomplete, or from Contractors who did not attend the mandatory site meeting.
- D. Reserves the right to reject any and all quotes from Contractors who are listed on DEP's or any Federal or State barred contractors list for violations to contracts and any Local, State, or Federal laws and regulations.
- E. Reserves the right to postpone the start of construction due to unfavorable weather conditions or other issues related to site access.
- F. Reserves the right to cancel a project at any time during the quote acceptance and contracting process for reasons that may arise that are outside of the Landowner's or Project Sponsor's control.
- G. Reserves the right to reject any and all quotes that exceed the funding available for the project.

## **8. ADDITIONAL WORK**

- A. Changes in the Drawings or Specifications may be made by the Project Sponsor after construction is in progress, if necessary. When necessary changes involve work for which no quantity and price have been included in the Quote Form, such work shall be done at a price that shall first be agreed to, in writing, by the Contractor, the Landowner, and the Project Sponsor by written change order.

## **9. WORK SCHEDULE**

- A. The work shall be completed within the time allotted for the project and shown on the Quote Schedule. The start of performance time will begin on the day identified as notice to proceed and

determined after official contract award. Expected completion date is on or before December 31, 2023, notwithstanding unexpected delays due to weather.

- B. The Work Schedule, Start Date, and Completion Date are important and will be considered in awarding the Contract.
- C. Once the Contractor has started Mobilization on the Project site, it will be expected that work shall proceed in a continuous manner through to the conclusion of the project by the Proposed Completion Date, notwithstanding acceptable delays due to weather. The Proposed Date of Completion may be extended as needed due to extreme weather conditions as approved by the Project Sponsor.
- D. The project will proceed in accordance with the following schedule:

\*Following a pre-construction meeting with the landowner, contractor(s), project designer, project inspector, and project sponsor representative.

Phase 1:	<i>Earthwork Contractor</i>	Estimated workdays	Allowable Timeframe
Complete a PAOne-Call for the project, install necessary E&S measures, mobilize equipment on site, prepare site location: strip topsoil and excavate until good stable soil is reached, prepare site with compacted fill and stone to reach subgrade elevation, install perimeter drain, prepare building footers to the designed elevation, prepare building footers with stone, prepare building floor under concrete with designed stone elevation, install drop inlet box/ surface water controls		<b>13</b>	To begin within 30 days of contracting
Phase 2:	<i>Concrete Contractor</i>		
Prior to concrete placement, a concrete mix must be submitted and approved by NRCS*, place steel and forms in preparation for concrete footers, concrete footer placement, place the steel and forms for concrete floor, concrete floor placement, prepare for concrete wall placement with forms and steel, pour concrete walls and curbing		<b>11</b>	To begin within 30 days of Phase 1 being completed
Slab concrete/floors must cure a minimum of 7 days before equipment can be allowed on the concrete		7	
Forms for walls shall not be removed for at least 24 hours after placing concrete. Forms removed in less than 7 days must be sprayed with curing compound.		1-7	
Walls shall be allowed to cure for a minimum of 7 days before installing “ <b>drill set</b> ” post bracket anchors.		7	
Walls shall be allowed to cure for a minimum of 3 days before installing posts in/on “ <b>wet set</b> ” brackets		3	
Phase 3:	<i>Building Contractor</i>		

Install post bracket after concrete has cured to allowable withholding time, construct roof, install roof runoff items, install any gates noted in design, install planned fence once the <i>Earthwork Contractor</i> has completed their portion of the practice	<b>6</b>	To be completed within 90 days of Phase 2
Phase 3: <i>Earthwork Contractor</i>		
Complete installation of outlet pipes, water control structures, and backfill, install planned swale above structure. Install the planned stream crossing. Install access road. Reseed and mulch all disturbed areas.	<b>7</b>	To be completed within 30 days of Phase 2

## 10. PERFORMANCE BOND

- A. The successful Contractor(s) shall deliver to the Landowner executed Payment and Performance Bonds each in the amount of 100% of the accepted quote price for this contract as security for the faithful performance of the Contract. The sureties of all bonds shall be such surety company or companies as are approved by the Project Sponsor, and as authorized to transact business in the State of Pennsylvania. The Bonds shall be approved by the Project Sponsor prior to execution of the formal Contract.

# GENERAL CONDITIONS

## 1. WORKING SCHEDULE

- A. The Contractor(s) shall coordinate the work schedules with the Landowner and the Project Sponsor before the Contractor(s) begins work on this Contract. No work requiring the presence of the Project Sponsor's Representative shall be done at night, on weekends, or on the agency's recognized holidays, except in case of emergency and/or with written permission of the Project Sponsor's Representative. Written permission shall be sought at least two days in advance of the desired work day(s).

## 2. CONTRACTOR'S LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. The Contractor(s) and its subcontractors shall maintain such insurance as will provide protection from claims under Worker's Compensation Acts and Federal Employer's Liability Act by coverage with insurance companies or by methods acceptable to the State Insurance Commissioner and by no other methods, for damages which may arise from operations under this Contract, whether such operations be by the Contractor(s), or by any subcontractor or any one directly or indirectly employed by either of them.
- B. The Contractor shall protect himself, the property owner, the Project Sponsor, and any Project Sponsor Representative from any claims for Bodily Injury Liability, and Property Damage Liability.
- C. The limits for Bodily Injury Liability shall not be less than \$200,000.00/\$500,000.00; that is, \$200,000.00 is the limit for injury per occurrence, and \$500,000.00 in the aggregate. The minimum limit of Property Damage Liability shall be \$500,000.00 per occurrence, and \$1,000,000.00 in the aggregate.
- D. The above policies for Bodily Injury and Property Damage Liability Insurance shall be so written as to include Contingent Bodily Injury and Property Damage Liability Insurance to protect the Contractor against claims from the operation of subcontractors.
- E. Certificates of the Contractor's Insurance shall be filed with the Project Sponsor and shall be subject to approval by the Project Sponsor for adequacy of protection. No work shall be started at the site until appropriate Certificates of Insurance are filed with and approved by the Project Sponsor.

## 3. LAWS, PERMITS AND REGULATIONS

- A. All necessary regulatory permits will be the responsibility of the Landowner and/or the Project Sponsor and not the contractor. They will be obtained prior to the start of work.
- B. The Contractor shall anticipate complying with the requirements of all laws, regulations, ordinances, and requirements applicable to work under this Contract. This will include adherence to any actions prescribed by inspectors enforcing Federal, State, County, or local regulations, laws, or permits. The costs for these actions shall be included in the Quote.
- C. The Contractor(s) shall adhere to all laws, regulations, permits, ordinances, safety codes and building code requirements applicable to work done under this Contract. This requirement shall specifically include all current applicable OSHA requirements.
- D. The Contractor(s) shall provide and maintain all necessary safeguards to mark and prevent intrusion onto work areas.



- E. The Contractor shall be responsible for making sure contact is made with PA One-Call regarding the project activities at least 3 days prior to commencing work.
- F. The Contractor shall provide all required borrow and disposal sites. All such sites are subject to approval by the Project Sponsor's Representative. Borrow and/or disposal sites shall not be located in a floodplain or wetland. Copies of releases signed by the landowner shall be provided to the Project Sponsor's Representative.

#### **4. WARRANTY**

- A. Contractor unconditionally warrants that all material supplied by Contractor will be new and of good quality (unless any used materials are specified in the Project Design and Technical Specifications), and that all work performed by Contractor will be performed in a good and workmanlike manner. Contractor shall not substitute materials called for by the Project Design and Technical Specifications without the written approval of the Landowner or Project Sponsor. Contractor unconditionally guarantees it will, at its own expense, at the request of Landowner or Project Sponsor's Representative, promptly replace or repair any work, equipment, or materials that fail to function properly for a period of no less than twelve months following the final inspection and completion of the as-built plans for the project. Contractor will also repair any surrounding parts of the structure (and/or personal property) that are damaged due to any failure in Contractor's work for the period of twelve months following the final inspection and completion of the as-built plans for the project. This express warranty is in addition to any implied warranties under state or federal laws. Contractor provides no warranty on any materials supplied by the Landowner or Project Sponsor.
- B. Contractor shall promptly upon receipt of notice from the Landowner or Project Sponsor and without expense to the same, make good all damages to buildings, sites, roads, parking lots, and all aspects thereof which in the opinion of the Landowner or Project Sponsor is the result of the work outside the scope of this Contract, and therefore is the responsibility of the Contractor.

#### **5. PAYMENT**

- A. Upon completion and acceptance of the work at the final inspection, the Contractor shall submit an invoice for the entire amount due per project to the Landowner. An alternative invoicing/payment schedule for major phases of the projects may be negotiated during development of the Contract. Invoices will be submitted promptly to the funding agency and depending on the funding source, payment may take up to ten (10) days after the request is made.

#### **6. INDEMNIFICATION**

- A. The Contractor shall indemnify and hold harmless the Landowners, Luzerne Conservation District, Pennsylvania Association of Conservation Districts/USDA Natural Resources Conservation Service (project designer), Luzerne County, the State Conservation Commission, and all of their representatives against any and all claims for damages to persons or property asserted by any person, partnership, corporation, or other organization, arising out of services performed or undertaken by said Contractor, its agents, employees, or subcontractors, except for claims for damages directly caused by the sole fault or negligence of the parties hereto, their officers, or employees.

SEE SEPARATE DESIGN & TECHNICAL  
SPECIFICATION DOCUMENTS  
FOR  
CONSTRUCTION DETAILS  
FOR THE PROJECT